

LDWSF  
12.3.413.1  
5/24/97

## RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- \* An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- \* A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- \* A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- \* An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- \* A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- \* An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- \* An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- \* A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9705271350

USEPA SF



1435279

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- \* Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- \* Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- \* Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- \* Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- \* Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- \* Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report.

Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- \* The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9705271350

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- \* TPH-D and TPH-O using Ecology method WTPH-D (extended);
- \* RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- \* Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9705271350

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

  
LCI Corp. Representative

May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

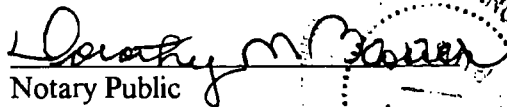
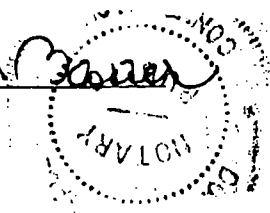
By   
Director, Corporate Real Estate

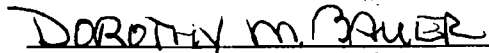
9705271350

STATE OF CONNECTICUT       )  
  )ss:  
COUNTY OF FAIRFIELD       )

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

  
Notary Public 

  
My appointment expires: 1/31/99

WASHACK.SAM/jjs

**DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999**

9705271350



LAW DEPARTMENT 35 Old Ridgebury Road, Danbury, CT 06810-8113 / Fax 203 837 2545  
John J. Sibley  
Senior Counsel  
203 837 2285

VTA OVERNIGHT DELIVERY

May 30, 1997

Washington State Department of Ecology  
3190 - 160th Avenue Southeast  
Bellevue, Washington 98008

Attn: Louise Bardy

Re: Remedial Action -  
Restrictive Covenant -  
5021 Colorado Avenue South  
Seattle, Washington

Gentlemen:

Pursuant to Section 4 of the Restrictive Covenant dated May 8, 1997 (see attached), Praxair, Inc., as successor to Liquid Carbonic Industries Corporation hereby advises you that it intends to convey the subject property, in back-to-back conveyances to (i) Praxair Foundation, Inc., a Connecticut corporation, its wholly-owned subsidiary, and (ii) David E. Angevine and Merle J. Angevine, his wife. In each case, the conveyance will be made subject to the Restrictive Covenant. The subject property will be used for industrial purposes by the Angevines.

This notice is given on behalf of both Praxair, Inc. and Praxair Foundation, Inc. who jointly request that you acknowledge receipt and waive the running of the full thirty (30) day notice period.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John J. Sibley". The signature is fluid and cursive, with the first name "John" being particularly prominent.

John J. Sibley

JJS/jo

cc: E. R. Durkin

Jeff Thompson - Envirosystems  
Vincent DeLuca - Colliers International



May 30, 1997

Mr. Ed Durkin, Director, Corporate Real Estate  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, Connecticut 06810

Subject: No Further Action Letter  
Former Liquid Carbonic Industries Corp. Facility, Seattle, Washington  
Summit Project No. 0841-001

Dear Mr. Durkin:

Enclosed please find the "No Further Action" (NFA) letter issued by the Washington State Department of Ecology (Ecology) for remediation activities performed at the subject property. Please notice that the Restrictive Covenant for the subject property is included as Attachment A to the NFA letter. The Restrictive Covenant was recorded at the King County Administration Building on May 27, 1997, and is now attached to the deed for the subject property. The NFA letter and Restrictive Covenant should be retained in your project file.


It is the understanding of Summit Envirosolutions<sup>®</sup>, Inc. (Summit) that, with the exception of groundwater compliance monitoring, remediation efforts at the subject property are now complete. Groundwater compliance monitoring is currently the responsibility of the property owner (Praxair, Inc.). However, when the property is sold, the new owner becomes responsible for groundwater monitoring activities. Please refer to the Restrictive Covenant for requirements which apply to sale of the property.

It has been my pleasure working with you, Mr. John Sibley, Mr. Richard Tisch, and Mr. Joe Lopez in bringing this project to final closure. My thanks to all of you for your cooperation and assistance.

I would also like to thank you for selecting Summit as your environmental consultant. Summit is committed to serving the interests of Praxair, Inc., and has district offices in Minneapolis, Minnesota; Milwaukee, Wisconsin; Reno, Nevada; Seattle, Washington; and Palm Beach, Florida to provide you with environmental consulting services at other project sites. Please feel free to call on us at any time.

Sincerely,

**Summit Envirosolutions, Inc.**

  
Jeffrey S. Thompson  
Project Manager

Enclosures

cc: Mr. John Sibley, Praxair, Inc.  
Mr. Richard Tisch, Praxair, Inc.  
Mr. Joe Lopez, Praxair, Inc.



Return Address:

John J. Sibley, Esq.  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810-5113

866402/663825-1 AG

15<sup>th</sup>

QUITCLAIM DEED

Grantor: PRAXAIR, INC., a Delaware corporation  
Grantee: PRAXAIR FOUNDATION, INC., a Connecticut corporation  
Legal Description: 5021 Colorado Avenue South  
Seattle, Washington

Assessor's Tax Parcel # 357320-0920-04

FILED FOR RECORD AT REQUEST OF  
TRANSNATION TITLE INSURANCE CO

GRANTOR, as successor by merger to Liquid Carbonic Carbon Dioxide Corporation, for and in consideration of One Dollar (\$1.00), conveys and quitclaims to Grantee, the following described real estate, situated in the City of Seattle, County of King, State of Washington, together with all after-acquired title of Grantor therein:

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning.

This conveyance is made subject to the Restrictive Covenant set forth in Recording No. 9705271350, a true and complete copy of which is attached hereto as Exhibit A, which shall run with the land, and Grantor reserves the right to install, operate and

E1549217 06/13/97

.00

.00

9706130957

970613-0957 12:54:00 PM KING COUNTY RECORDS 008 JD

15.00

inspect such test wells upon the aforesaid premises as may be required by the State of Washington pursuant to said Restrictive Covenant, until such time as they are no longer required, together with any necessary right of entry for such purposes.

Dated June 10, 1997

PRAXAIR, INC.

By David H. Chaifetz  
Vice President

By Robert A. Bassett  
Assistant Secretary

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 10th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David H. Chaifetz and Robert A. Bassett, to me known to be the Vice President and Assistant Secretary, respectively, of Praxair, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol Ann Kmec

Notary Public in and for the State of Connecticut,  
residing at Newburgh, New York.

My appointment expires: 2/28/02



**CAROL ANN KMEC**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2002**

PXFOUND.SAM/JJS

EXHIBIT A

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810

**RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel L.D. #:** 3573200920

9706130957

## 1. RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9706130957

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9706130957

9705271350

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method WTPH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9706130957

9705271350

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997


Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

  
LCI Corp. Representative  
May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

9706130957

9705221350

STATE OF CONNECTICUT )

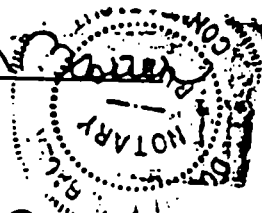
COUNTY OF FAIRFIELD )

)ss:

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

Dorothy M. Bauer  
Notary Public



DOROTHY M. BAUER  
My appointment expires: 1/31/99

WASHACKSAM/jja

DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999

9706130957

9705271350





**FAX MEMO**  
# PAGES 1 DATE 6/11 FAX # 206/837-2545  
TO John Sibley  
FROM Louise Bardy  
CO. WASH. Dept. of Ecology  
PH # 425 644 7209 FAX #

STATE OF WASHINGTON

## DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (206) 649-7000

June 11, 1997

Mr. John L. Sibley  
Praxair, Inc.  
Law Department  
39 Old Ridgebury Road  
Danbury, CT 06810-5113

Dear Mr. Sibley:

Re: Remedial Action - Restrictive Covenant  
5021 Colorado Avenue South, Seattle, WA

This letter is pursuant to your notice dated May 30, 1997, regarding the transfer of the above-referenced property from Praxair, Inc. to David E. Angevine and Merle J. Angevine. Your request for a waiver of the thirty (30) day notice for this property transfer has been accepted. The requirements outlined in the Restrictive Covenant still need to be completed regardless of the property owner.

Please call me at (206) 649-7209 if you have any questions concerning this letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Bardy".

Louise Bardy  
Toxics Cleanup Program  
Northwest Regional Office

cc: Nnamdi Madakor, Dept. of Ecology  
Jeff Thompson, Summit Envirosolutions

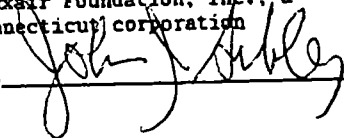
**SELLER'S SETTLEMENT STATEMENT**  
Date of Proration : June 13, 1997

Escrow Officer: Alex B. Galloway  
Property Address:  
5021 Colorado Ave. S., Seattle, Washington

SETTLEMENT AGENT:  
Transnation Title Insurance Company  
1200 Sixth Avenue  
Seattle, Washington 98101

Escrow No. 663825ag  
June 11, 1997

	<u>DEBIT</u>	<u>CREDIT</u>
SELLING PRICE		635,000.00
<u>TITLE CHARGE(S):</u>		
Escrow Fee	725.00	
Owner's Policy	1,650.00	
Sales Tax - Settlement Fee	62.35	
Sales Tax - Title Fee	159.10	
Seller's Policy of Title Insurance	200.00	
<u>RECORDING CHARGE(S):</u>		
Deed	12.45	
<u>PRORATION(S):</u>	AT PER FROM TO	
Taxes	6,912.27 annua 06-13-97 07-01-97	340.88
<u>ADDITIONAL CHARGE(S):</u>		
Excise Tax - King County Recorder	11,303.00	
<u>COMMISSION:</u>		
Commission Paid to: Colliers Macaulay Nicolls International	31,750.00	
TOTAL AMOUNT DUE TO SELLER	589,478.98	
TOTALS	\$ 635,340.88	\$ 635,340.88

Praxair Foundation, Inc., a  
Connecticut corporation  
BY: 

SETTLEMENT AGENT:  
Transnation Title Insurance Company  
1200 Sixth Avenue  
Seattle, Washington 98101

970613-0957 12:54:00 PM KING COUNTY RECORDS 008 30 15.00

Return Address:

John J. Sibley, Esq.  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810-5113

866402/663825-1A5

15<sup>00</sup>

QUITCLAIM DEED

Grantor: PRAXAIR, INC., a Delaware corporation  
Grantee: PRAXAIR FOUNDATION, INC., a Connecticut corporation  
Legal Description: 5021 Colorado Avenue South  
Seattle, Washington  
Assessor's Tax Parcel # 357320-0920-04

FILED FOR RECORD AT REQUEST OF  
TRANSACTION TITLE INSURANCE CO

9706130957

GRANTOR, as successor by merger to Liquid Carbonic Carbon Dioxide Corporation, for and in consideration of One Dollar (\$1.00), conveys and quitclaims to Grantee, the following described real estate, situated in the City of Seattle, County of King, State of Washington, together with all after-acquired title of Grantor therein:

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning.

This conveyance is made subject to the Restrictive Covenant set forth in Recording No. 9705271350, a true and complete copy of which is attached hereto as Exhibit A, which shall run with the land, and Grantor reserves the right to install, operate and

E1549217 06/13/97

.00

.00

FILED BY:  
Transaction Title

JUN 13 '97

inspect such test wells upon the aforesaid premises as may be required by the State of Washington pursuant to said Restrictive Covenant, until such time as they are no longer required, together with any necessary right of entry for such purposes.

Dated June 10, 1997

PRAXAIR, INC.

By *David H. Chaifetz*  
Vice President

By *Robert A. Bassett*  
Assistant Secretary

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

9706130957

On this 10th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David H. Chaifetz and Robert A. Bassett, to me known to be the Vice President and Assistant Secretary, respectively, of Praxair, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*Carol Ann Kmec*  
Notary Public in and for the State of Connecticut,  
residing at *Newburgh, New York*

My appointment expires: *2/28/02*



CAROL ANN KMEC  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 28, 2002

TXFOUND.SAM/JJS

- 2 -

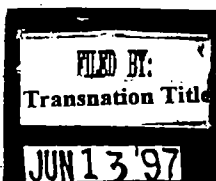


EXHIBIT A

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810

**RESTRICTIVE COVENANT**

9706130957

~~9705271350~~

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description: Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

Tax Parcel L.D. #: 3573200920

970527-1350 01:13:00 PM KING COUNTY RECORDS CO., JIM 13.00

FILED BY:  
Transnation Title

JUN 13 '97

# RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

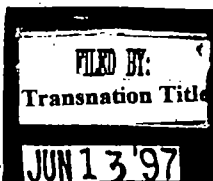
An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9706130957



LIQUID CARBONIC DEED RESTRICTION  
May 21, 1997  
Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9706130957

9705271350

FILED BY:  
Transnation Title

JUN 13 '97

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method WTPH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9706130957

9705271380

FILED BY:  
Transaction Title

JUN 13 '97



LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

  
LCI Corp. Representative  
May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

9706130957

9705271350

FILED BY:  
Transaction Title

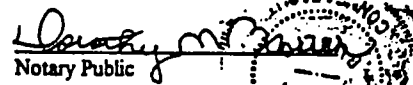
JUN 13 '97

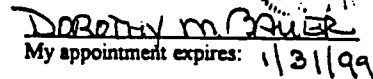
STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )ss:

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

  
Notary Public

  
My appointment expires: 1/31/99

DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999

9706130957

9705271350

WASHACK.SAM/jp

FILED BY:  
Transaction Title

JUN 13 '97



LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837 2545  
John J. Sibley  
Senior Counsel  
203 837 2285

VIA OVERNIGHT DELIVERY

June 11, 1997

Mr. Alex B. Galloway  
Transnation Title Insurance Company  
1200 Sixth Avenue - Suite 100  
Seattle, Washington 98101-3146

Re: Sale Agreement - Angevine -  
Premises: Seattle, Washington

Dear Alex:

Attached hereto delivered to you in trust are the following documents:

1. Quitclaim Deed with Secretary's Certificate
2. Special Warranty Deed with Secretary's Certificate
3. Real Estate Excise Tax Affidavit
4. Seller's Settlement Statement (in triplicate)
5. Wire Transfer Instructions
6. Department of Ecology Waiver

You are authorized to close the conveyance and deliver the Special Warranty Deed to Angevine when all of the following conditions are satisfied:

A. You have recorded or are prepared to record the Quitclaim Deed.

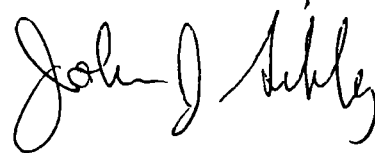
B. You are prepared to issue an Owner's Policy of Title Insurance to Praxair Foundation in accordance with Commitment 866402, as supplemented, by Pro Tanto Endorsement to the Angevine policy.

C. You are prepared to wire transfer net funds in the amount of \$589,478.98 to Praxair Foundation's bank account in accordance with the Wire Transfer Instructions.

D. You are prepared to return to me one fully-executed Buyer's Settlement Statement.

Praxair reserves the right to reclaim the aforesaid documents if a closing does not occur prior to June 17, 1997.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John J. Sibley".

John J. Sibley

JJS/jo

Enclosures

cc: E. R. Durkin

Return Address:

John J. Sibley, Esq.  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810-5113

---

QUITCLAIM DEED

Grantor: PRAXAIR, INC., a Delaware corporation  
Grantee: PRAXAIR FOUNDATION, INC., a Connecticut corporation  
Legal Description: 5021 Colorado Avenue South  
Seattle, Washington  
Assessor's Tax Parcel # 357320-0920-04

GRANTOR, as successor by merger to Liquid Carbonic Carbon Dioxide Corporation, for and in consideration of One Dollar (\$1.00), conveys and quitclaims to Grantee, the following described real estate, situated in the City of Seattle, County of King, State of Washington, together with all after-acquired title of Grantor therein:

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning.

This conveyance is made subject to the Restrictive Covenant set forth in Recording No. 9705271350, a true and complete copy of which is attached hereto as Exhibit A, which shall run with the land, and Grantor reserves the right to install, operate and

inspect such test wells upon the aforesaid premises as may be required by the State of Washington pursuant to said Restrictive Covenant, until such time as they are no longer required, together with any necessary right of entry for such purposes.

Dated June 10, 1997

PRAXAIR, INC.

By David H. Chaifetz  
Vice President  
By Robert A. Bassett  
Assistant Secretary

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 10th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David H. Chaifetz and Robert A. Bassett, to me known to be the Vice President and Assistant Secretary, respectively, of Praxair, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol Ann Kmec

Notary Public in and for the State of Connecticut,  
residing at Newburgh, New York

My appointment expires:

2/28/02

**CAROL ANN KMEC**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2002**

EXHIBIT A

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810



**RESTRICTIVE COVENANT**

9705271350

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel L.D. #:** 3573200920

970527-1350 01:34:00 PM KING COUNTY RECORDS DO, JHM 13.00

## RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9705271350



## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report.

Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9705271350

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method WTPH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9705271350

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

9705271350

  
LCI Corp. Representative

May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

### SECRETARY'S CERTIFICATE

I, Robert A. Bassett, Assistant Secretary of PRAXAIR, INC., a corporation organized and existing under the laws of the State of Delaware, DO HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of said Corporation in a Unanimous Consent of Directors dated June 24, 1992:

RESOLVED, that the general enabling resolutions adopted by the Board on November 8, 1988 are amended and restated in their entirety as follows:

RESOLVED, that the Chairman, the Chief Executive Officer, the President, any Vice-President, the Chief Financial Officer, the Treasurer, the Secretary, and Assistant Treasurer or any Assistant Secretary of the Corporation is authorized, in the name and on behalf of the Corporation, to execute and deliver any contract, agreement or document, to enter into any commitment or obligation, or to take or do or cause to be taken or done any action or thing, for the conduct of the business of the Corporation in the ordinary course thereof, and be it further

RESOLVED, that the Chief Executive Officer or the President of the Corporation is authorized to appoint executives of a business, division or department of the Corporation, to designate their titles, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that the President or any Vice-President of the Corporation responsible for a business, division or department of the Corporation is authorized to appoint other agents and employees for such component, to designate their titles, if any, to fix their compensation, and to prescribe their duties; and be it further

RESOLVED, that any officer or manager referred to above is authorized to designate in writing one or more employees or representative to do any act or thing which said officer or manager is authorized to do pursuant to the foregoing resolutions; and be it further

RESOLVED, that any person dealing with the Corporation may conclusively rely on a certificate from the Secretary or an Assistant Secretary of the Corporation or on an opinion from an attorney employed by or otherwise representing the Corporation that an officer, manager or other person is authorized to act for the Corporation in a particular matter.

I DO HEREBY FURTHER CERTIFY that David H. Chaifetz is a duly authorized and elected Vice President of Praxair, Inc. and continues in office on the date hereof and that he duly and validly executed the attached deed to Praxair Foundation, Inc. pursuant to the aforesaid resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said PRAXAIR, INC. to be hereto affixed this 10th day of June, 1997.

  
Assistant Secretary

RESOLVE.sam/jjs

SECRETARY'S CERTIFICATE


ROBERT A. BASSETT, Secretary, hereby certifies that the Board of Directors of Praxair Foundation, INC., a corporation of the State of Connecticut, as of June 10, 1997, by action in lieu of a meeting unanimously adopted the following resolutions:

RESOLVED, that PRAXAIR FOUNDATION, INC., be and it is hereby authorized to bargain, sell, grant and convey unto DAVID E. ANGEVINE and MERLE J. ANGEVINE certain real estate situated at 5021 Colorado Avenue South, City of Seattle, King County, Washington, for and in consideration of the sum of approximately Six Hundred Thirty-Five Thousand and 00/100 Dollars (\$635,000.00) pursuant to the Purchase and Sale Agreement dated April 1997;

FURTHER RESOLVED, that Nigel D. Muir, as President, and the other officers of this Corporation be and they hereby are authorized to execute and deliver a deed to said premises and such other documents, and to take all necessary steps to effectuate said sale.

I FURTHER CERTIFY that the foregoing is a true and correct copy of the resolutions adopted by the Board of Directors for this matter as they appear in the minute book of this corporation.

Dated: June 10, 1997

  
Assistant Secretary

Return Address:

David E. Angevine  
5047 Colorado Avenue, South  
Seattle, Washington 98134

---

SPECIAL WARRANTY DEED

Grantor: PRAXAIR FOUNDATION, INC., a Connecticut corporation

Grantee: David E. Angevine and Merle J. Angevine, his wife

Legal Description: 5021 Colorado Avenue South  
Seattle, Washington

Assessor's Tax Parcel # 357320-0920-04

GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, hereby grants, bargains, sells, conveys and confirms to Grantee, the following described real estate, situated in the City of Seattle, County of King, State of Washington:

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning.

This conveyance is made subject to the Restrictive Covenant set forth in Recording No. 9705271350, a true and complete copy of which is attached hereto as Exhibit A, which shall run with the land and be binding upon Grantee, and their heirs,

administrators and executors; and Grantor, on behalf of itself and Praxair, Inc., reserves the right to install, operate and inspect such test wells upon the aforesaid premises as may be required by the State of Washington pursuant to said Restrictive Covenant, until such time as they are no longer required, together with any necessary right of entry for such purposes.

This conveyance is further subject to the following matters:

(i) any existing utility, railroad and roadways easements, whether or not of record, including without limitation the railroad spur track easement set forth in Recording No. 5778496 and the indemnity to the City of Seattle relating to the side sewer connection set forth in Recording No. 5270521;

(ii) zoning, land use and building statues, ordinances, regulations and restrictions;


(iii) ad valorem taxes and assessments not yet due and payable; and


(iv) any state of facts which a survey or inspection of the subject real estate would show.

Grantor, for itself and for its successors in interest, does by these presents expressly limit the covenants of this Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, Grantor will forever warrant and defend the said described real estate, subject to the matters set forth above.

Dated June 11, 1997

PRAXAIR FOUNDATION, INC.

By  \_\_\_\_\_  
Nigel D. Muir, President

By  \_\_\_\_\_  
Robert A. Bassett Secretary



STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 11th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nigel D. Muir and Robert A. Bassett, to me known to be the President and Secretary, respectively, of Praxair Foundation, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol Ann Kmec  
Notary Public in and for the State of Connecticut,  
residing at Newburgh, New York.  
My appointment expires: 2/28/02

**CAROL ANN KMEC**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 28, 2002

ANGEDEED.SAM/JJS

EXHIBIT A

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810



**RESTRICTIVE COVENANT**

9705271350

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel L.D. #:** 3573200920

13.00

970527-1350 01:34:00 PM KING COUNTY RECORDS CL. JMW

## RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9705271350

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report.

Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9705271350

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method WTPH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9705271350

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 4

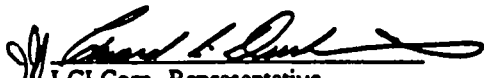
Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

9705271350

  
LCI Corp. Representative  
May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

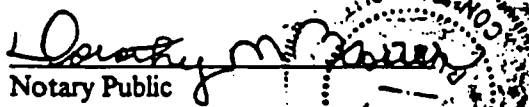
STATE OF CONNECTICUT )

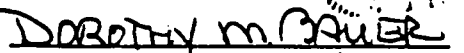
)ss:

COUNTY OF FAIRFIELD )

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

  
Notary Public

  
My appointment expires: 1/31/99

9705271350

WASHACK.SAM/jjs

DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999

PLEASE TYPE OR PRINT  
PLEASE SEE REVERSE

# REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped  
by cashier.

CHAPTER 82.45 RCW - CHAPTER 458-61 WAC

For Use at County Treasurer's Office

(Use Form No. 84-0001B for Reporting Transfers of Controlling Interest of Entity Ownership to the Department of Revenue)

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS 1-7 ARE FULLY COMPLETED

<b>1</b> SELLER GRANTOR	Name <u>Praxair, Inc.</u>	<b>2</b> BUYER GRANTEE	Name <u>Praxair Foundation, Inc.</u>
	Street <u>39 Old Ridgebury Road</u>		Street <u>39 Old Ridgebury Road</u>
	City/State/Zip <u>Danbury, CT 06810-5113</u>		City/State/Zip <u>Danbury, CT 06810-5113</u>

<b>3</b> ADDRESS TO SEND ALL PROPERTY TAX RELATED CORRESPONDENCE	Name <u>Praxair Foundation, Inc.</u>	ALL TAX PARCEL NUMBERS <u>357320-0920-04</u>	COUNTY TREASURER PLACE ASSESSED VALUE IF TAX EXEMPT
	Street <u>39 Old Ridgebury Road</u>		
	City/State/Zip <u>Danbury, CT 06810-5113</u>		

**4** LEGAL DESCRIPTION OF PROPERTY SITUATED IN ☐ UNINCORPORATED \_\_\_\_\_ COUNTY ☒ OR IN CITY OF Seattle  
Street Address (if property is improved): 5021 Colorado Avenue South, Seattle

See Schedule A Attached

**5** Is this property currently:

Classified or designated as forest land? Chapter 84.33 RCW	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Classified as current use land (open space, farm and agricultural, or timber)? Chapter 84.34 RCW	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Exempt from property tax as a nonprofit organization? Chapter 84.36 RCW	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Seller's Exempt Reg. No. _____		
Receiving special valuation as historic property? Chapter 84.26 RCW	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Property Type: ☐ land only ☐ land with new building  
☒ land with previously used building ☐ land with mobile home  
☐ timber only ☐ building only

Principal Use: ☐ Apt. (4 + unit) ☐ residential  
☐ timber ☐ agricultural ☒ commercial/industrial  
☐ other \_\_\_\_\_

**8** (1) NOTICE OF CONTINUANCE (RCW 84.33 or RCW 84.34)  
If the new owner(s) of land that is classified or designated as current use  
or forest land wish to continue the classification or designation of such  
land, the new owner(s) must sign below. If the new owner(s) do not desire  
to continue such classification or designation, all compensating or addi-  
tional tax calculated pursuant to RCW 84.33.120 and 140 or RCW  
84.34.108 shall be due and payable by the seller or transferor at the time  
of sale. The county assessor must determine if the land transferred qualifies  
to continue classification or designation and must so indicate below.  
Signatures do not necessarily mean the land will remain in classification  
or designation. If it no longer qualifies, it will be removed and the com-  
pensating taxes will be applied. All new owners must sign.

This land ☐ does ☐ does not qualify for continuance.

Date \_\_\_\_\_  
DEPUTY ASSESSOR

(2) NOTICE OF COMPLIANCE (Chapter 84.26 RCW)

If the new owner(s) of property with special valuation as historic property  
wish to continue this special valuation the new owner(s) must sign below.  
If the new owner(s) do not desire to continue such special valuation, all  
additional tax calculated pursuant to Chapter 84.26 RCW, shall be due  
and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

**6** Description of tangible personal property if included in sale (furniture,  
appliances, etc.)

If exemption claimed, list WAC number and explanation.

WAC No. (Sec/Sub) 458-61-375 (2c)

Explanation Parent and Subsidiary Corporate  
Transfer

Type of Document Quitclaim Deed

Date of Document June 10, 1997

Gross Sale Price \$ - 0 -

Personal Property (deduct) \$ \_\_\_\_\_

Taxable Sale Price \$ \_\_\_\_\_

Excise Tax: State \$ \_\_\_\_\_

Local \$ \_\_\_\_\_

Delinquent Interest: State \$ \_\_\_\_\_

Local \$ \_\_\_\_\_

Delinquent Penalty: State \$ \_\_\_\_\_

Total Due \$ - 0 -

THERE IS A \$2.00 FEE FOR PROCESSING THIS FORM IF NO TAX IS DUE

**7** AFFIDAVIT

I certify under penalty of perjury under the laws of the state of  
Washington that the foregoing is true and correct (See back of this  
form).

Signature of  
Grantor/Agent

Name (print) John J. Sibley, Senior Counsel

Date & Place of Signing 6/10/97 Danbury, CT

Signature of  
Grantee/Agent

Name (print) \_\_\_\_\_

Date & Place of Signing \_\_\_\_\_

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not  
more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment  
and fine (RCW 9A.20.020 (1C)).



**SELLER'S SETTLEMENT STATEMENT**

Date of Proration : June 13, 1997

Escrow Officer: Alex B. Galloway  
Property Address:  
5021 Colorado Ave. S., Seattle, WashingtonSETTLEMENT AGENT:  
Transnation Title Insurance Company  
1200 Sixth Avenue  
Seattle, Washington 98101Escrow No. 663825ag  
June 11, 1997

	<u>DEBIT</u>	<u>CREDIT</u>
SELLING PRICE		635,000.00
<u>TITLE CHARGE(S):</u>		
Escrow Fee	725.00	
Owner's Policy	1,650.00	
Sales Tax - Settlement Fee	62.35	
Sales Tax - Title Fee	159.10	
Seller's Policy of Title Insurance	200.00	
<u>RECORDING CHARGE(S):</u>		
Deed	12.45	
<u>PRORATION(S):</u>		
Taxes	AT 6,912.27 PER annum FROM 06-13-97 TO 07-01-97	340.88
<u>ADDITIONAL CHARGE(S):</u>		
Excise Tax - King County Recorder		11,303.00
<u>COMMISSION:</u>		
Commission Paid to: Colliers Macaulay Nicolls International	31,750.00	
TOTAL AMOUNT DUE TO SELLER	589,478.98	
TOTALS	\$ 635,340.88	\$ 635,340.88

Praxair Foundation, Inc., a  
Connecticut corporationBY: SETTLEMENT AGENT:  
Transnation Title Insurance Company  
1200 Sixth Avenue  
Seattle, Washington 98101

PRAXAIR FOUNDATION, INC.  
39 OLD RIDGEBURY ROAD  
DANBURY, CT 06810-5113

WIRE TRANSFER INSTRUCTIONS

Praxair Account No. 323-092-640

Chase Manhattan Bank

New York, NY

ABA No. 021-000-021

CB Rep. - Frank Fogliano

212-552-3348

- Anna Cona

212-638-5459

John J. Sibley, Esq.  
203-837-2285



STATE OF WASHINGTON

## DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (206) 649-7000

**FAX MEMO**  
# PAGES 1 DATE 6/11 FAX # 203/837-2545  
TO John Sibley  
FROM Louise Bardy  
CO. Wash. Dept. of Ecology  
PH# 425 649 7209 FAX#

June 11, 1997

Mr. John L. Sibley  
Praxair, Inc.  
Law Department  
39 Old Ridgebury Road  
Danbury, CT 06810-5113

Dear Mr. Sibley:

Re: Remedial Action - Restrictive Covenant  
5021 Colorado Avenue South, Seattle, WA

This letter is pursuant to your notice dated May 30, 1997, regarding the transfer of the above-referenced property from Praxair, Inc. to David E. Angevine and Merle J. Angevine. Your request for a waiver of the thirty (30) day notice for this property transfer has been accepted. The requirements outlined in the Restrictive Covenant still need to be completed regardless of the property owner.

Please call me at (206) 649-7209 if you have any questions concerning this letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Bardy".

Louise Bardy  
Toxics Cleanup Program  
Northwest Regional Office

cc: Nnamdi Madakor, Dept. of Ecology  
Jeff Thompson, Summit Envirosolutions



LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837 2545

John J. Sibley, Esq.  
203 837 2285

TOTAL PAGES INCLUDING COVER SHEET: 1~~1~~

TO: Alex Galloway  
COMPANY: Transnation Title  
LOCATION: Seattle, Washington  
FAX: 206-467-9080  
PHONE:  
DATE: June 11, 1997  
SUBJECT: Angevine Seattle Sale  
CC:

THE INFORMATION CONTAINED IN AND TRANSMITTED WITH THIS FACSIMILE IS CONFIDENTIAL, ATTORNEY WORK PRODUCT, AND/OR SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE. IT IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, COPYING, OR USE OF OR RELIANCE UPON THE INFORMATION CONTAINED IN AND TRANSMITTED WITH THIS FACSIMILE BY OR TO ANYONE OTHER THAN THE RECIPIENT DESIGNATED ABOVE IS UNAUTHORIZED AND STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE IMMEDIATELY AND RETURN THE DOCUMENTS BY U.S. MAIL. YOU WILL BE REIMBURSED FOR LONG-DISTANCE TELEPHONE CHARGES AND POSTAGE UPON REQUEST. THANK YOU FOR YOUR COOPERATION.

Attached is my proposed letter of instructions, together with the Special Warranty Deed showing a nominal consideration. You may not be aware of the Pro Tanto Endorsement. I presume that there will be a small endorsement fee and also recording costs for the Quitclaim Deed (7 pages), neither of which costs are shown on the Settlement Statement. Please reissue a Settlement Statement in final form for these purposes. JJS



# NORTHCOAST REFRIGERATION

MARINE / INDUSTRIAL

5047 Colorado Ave. South • Seattle, WA 98134 • [206] 762-7800 / FAX: [206] 762-6135

June 5, 1997


Praxair Pacific Limited  
39 Old Ridgebury Road  
Danbury, CT

Attn: John Sibley  
Re: Seattle Sale

Dear Mr. Sibley,

This is to confirm that we have our funding in place and will be able to deliver funds on the closing date Friday the 13th of June 1997, to Transaction Title Insurance Company in Bellevue, WA.

Sincerely,



David E. Angevine  
President

PRAXAIR PACIFIC LIMITED 39 Old Ridgebury Road, Danbury, Connecticut



John J. Sibley  
Senior Counsel  
203 837 2285

VIA AIR FREIGHT

June 3, 1997

David E. Angevine  
and Merle J. Angevine  
5047 Colorado South  
Seattle, Washington 98134

Re: Seattle Sale

Dear Mr. and Mrs. Angevine:

Attached hereto is the No Further Action letter of the Washington Department of Ecology dated May 29, 1997, together with my notice letter dated May 30, 1997 concerning the referenced transaction.

Unless the State waives the thirty (30) day notice period, which is unlikely at this juncture, we will not be entitled to close until July 3, 1997.

Kindly confirm that such date is acceptable and that you will be able to deliver closing funds on said date to Transaction Title Insurance Company, 14450 N.E. 29th Place, Bellevue, Washington 98007. We will contact you later in June with a proposed settlement statement.

Very truly yours,

John J. Sibley

JJS/jo  
Enclosure  
cc: E. R. Durkin  
V. DeLuca

File - Sale - Angelina  
Seattle WA 157485  
Order No. 866402

Prepared for:

JOHN J. SIBLEY  
PRAXAIR, INC.  
39 OLD RIDGEBURY RD  
DANBURY, CT 06810-5113

This policy is issued by:

TRANSNATION TITLE INSURANCE COMPANY  
14450 N.E. 29TH PLACE  
BELLEVUE, WA 98007

Telephone: (425) 451-7301

Copy to My Carlo.  
JH 11/25



ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY

**Transnation**

**OWNER'S POLICY OF TITLE INSURANCE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**TRANSNATION TITLE INSURANCE COMPANY**

Attest:

*James J. Lynch, Jr.*  
Secretary



By:

*[Signature]*

President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



interest, as insured, or to prevent or reduce loss or damage. Other than this policy, the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and the Company shall not thereby concede liability or waive any provision of this policy.

in paragraph (c) of this policy for the claimed loss or damage. Other than this policy, the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and the Company shall not thereby concede liability or waive any provision of this policy.

# Owner's Standard Policy

## SCHEDULE A

Amount of Insurance: \$635,000.00  
Premium: \$ 200.00

Policy No. 866402C  
REF# 663825

Date of Policy: June 13, 1997 AT 12:54 P.M.

1. Name of Insured:

PRAXAIR FOUNDATION, INC., A CONNECTICUT CORPORATION

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE ESTATE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE NAMED INSURED

4. The land referred to in this policy is described as follows:

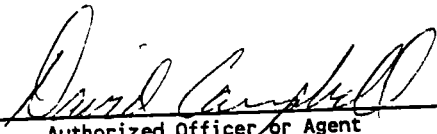
LOTS 4, 5, 6 AND 7 IN BLOCK 21 OF INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 82, RECORDS OF KING COUNTY;

EXCEPT THAT PORTION OF LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4;  
THENCE NORTH 89°58'50" WEST ALONG THE NORTH LINE THEREOF 246.35 FEET TO THE NORTHWEST CORNER OF SAID LOT;  
THENCE SOUTH ALONG THE WEST LINE THEREOF OF 0.20 FEET;  
THENCE NORTH 89°58'23" EAST 246.35 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

Countersigned: \_\_\_\_\_

  
Authorized Officer or Agent

## SCHEDULE B

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

## STANDARD EXCEPTIONS

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Workmen's Compensation Acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

**EXCEPTIONS**  
 1. General Taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:  
 (1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$6,406.14	\$3,203.07	\$3,203.07

The levy code for the property herein described is 0010 for 1997.

2. Surface Water Management (SWM) Service Charge, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:  
 (1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$504.88	\$252.44	\$252.44

3. Conservation (CON) Service Charge, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:  
 (1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$1.25	\$ .63	\$ .62

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE:	Railroad spur track
AREA AFFECTED:	As described therein
RECORDING NO.:	5778496

5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	April 7, 1961
RECORDING NO.:	5270521
REGARDING:	Indemnity

6. RESTRICTIVE COVENANT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	May 27, 1997
RECORDING NO.:	9705271350
REGARDING:	Remedial Action and site restrictions

END OF EXCEPTIONS

**PRO TANTO ENDORSEMENT**

Attached to Policy No. 866402C  
Issued by

**TRANSNATION TITLE INSURANCE COMPANY**

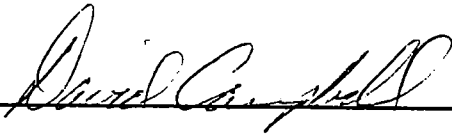
This policy is issued simultaneously with Policy No. 866402A insuring the interest of David E. Angevine and Marie J. Angevine, husband and wife in the sum of \$635,000.00, and any payment under said Policy No. 866402A shall be deemed a payment under this policy. The total liability of the Company under said policies shall not exceed, in the aggregate, the amount of \$635,000.00. and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**TRANSNATION TITLE INSURANCE COMPANY**

Dated: JUNE 13, 1997

by

  
\_\_\_\_\_





LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837 2545  
John J. Sibley  
Senior Counsel  
203 837 2285

August 15, 1997

Mr. Mike Carlo  
L1-511

Re: Sale Agreement - David E. Angevine -  
Seattle, Washington

Dear Mike:

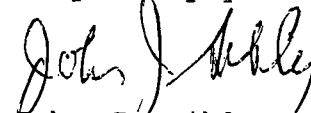
On June 13, 1997, an escrow closing was held at Transnation Title, Seattle with respect to the sale of a former Liquid Carbonic plant located at 5021 Colorado Avenue South, Seattle, to David E. Angevine and Marie J. Angevine, his wife, for \$635,000 cash; and Praxair received via wire transfer net funds of \$589,478.98.

Attached hereto for deposit in the Real Estate Records Center are the following documents:

1. Copy of Special Warranty Deed.
2. Quitclaim Deed (as recorded).
3. Washington Department of Ecology Waiver dated June 11, 1997.
4. Seller's Settlement Statement.

At closing, the parties apportioned taxes and paid the real estate commission. Upon receipt, I will forward to you the title insurance policy for the Quitclaim deed.

Very truly yours,

  
John J. Sibley

Attach

cc: E. B. Durkin w/ Items 1 and 4  
C. B. Kenefich w/ Items 1 and 4

970613-0958 12:54:00 PM KING COUNTY RECORDS 009 JD 16.00

Return Address:

David E. Angevine  
5047 Colorado Avenue, South  
Seattle, Washington 98134

866402) 663825 - 2 AG

16<sup>th</sup>

SPECIAL WARRANTY DEED

Grantor: PRAXAIR FOUNDATION, INC., a Connecticut corporation

Grantee: David E. Angevine and Merle J. Angevine, his wife

Legal Description: 5021 Colorado Avenue South  
Seattle, Washington

Assessor's Tax Parcel # 357320-0920-04

FILED FOR RECORD AT REQUEST OF  
TRANSACTION TITLE INSURANCE CO

9706130958

GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, hereby grants, bargains, sells, conveys and confirms to Grantee, the following described real estate, situated in the City of Seattle, County of King, State of Washington:

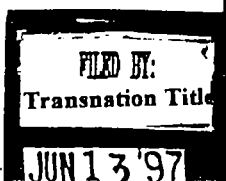
Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning.

This conveyance is made subject to the Restrictive Covenant set forth in Recording No. 9705271350, a true and complete copy of which is attached hereto as Exhibit A, which shall run with the land and be binding upon Grantee, and their heirs,

E1548219 06/13/97 11303.00 635000.00



administrators and executors; and Grantor, on behalf of itself and Praxair, Inc., reserves the right to install, operate and inspect such test wells upon the aforesaid premises as may be required by the State of Washington pursuant to said Restrictive Covenant, until such time as they are no longer required, together with any necessary right of entry for such purposes.

This conveyance is further subject to the following matters:

(i) any existing utility, railroad and roadways easements, whether or not of record, including without limitation the railroad spur track easement set forth in Recording No. 5778496 and the indemnity to the City of Seattle relating to the side sewer connection set forth in Recording No. 5270521;

(ii) zoning, land use and building statutes, ordinances, regulations and restrictions;

(iii) ad valorem taxes and assessments not yet due and payable; and

(iv) any state of facts which a survey or inspection of the subject real estate would show.

Grantor, for itself and for its successors in interest, does by these presents expressly limit the covenants of this Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, Grantor will forever warrant and defend the said described real estate, subject to the matters set forth above.

Dated June 11, 1997

PRAXAIR FOUNDATION, INC.

By *Nigel D. Muir*  
Nigel D. Muir, President

By *Robert A. Bassett*  
Robert A. Bassett Secretary

9706130958



STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this 11th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nigel D. Muir and Robert A. Bassett, to me known to be the President and Secretary, respectively, of Praxair Foundation, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol Ann Kmec  
Notary Public in and for the State of Connecticut,  
residing at Newburgh, New York

My appointment expires: 2/28/02

9706130958

NIGEDED. SAM/JJS

CAROL ANN KMEC  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 28, 2002

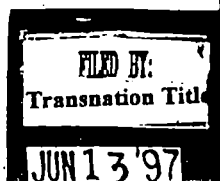


EXHIBIT A

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810

**RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel LD. #:** 3573200920

9706130958

9705271350

97027-1350 01:24:00 PM KING COUNTY RECORDS DL JUN 13.00

FILED BY:  
Transaction Title

JUN 13 '97

# 1. RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

9706130958

FILED BY:  
Transaction Title

JUN 13 '97

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

9706130958

9705274350

FILED BY:  
Transnation Title

JUN 13 '97

LIQUID CARBONIC DEED RESTRICTION  
May 21, 1997  
Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method WTPH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

9706130958

9705271950

FILED BY:  
Transaction Title

JUN 13 '97

LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

  
LCI Corp. Representative  
May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

9706130958

9705271350

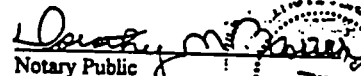

FILED BY:  
Transaction Title

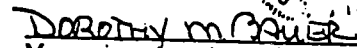
JUN 13 '97

STATE OF CONNECTICUT )  
 )ss:  
COUNTY OF FAIRFIELD )

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

  
Notary Public 

  
My appointment expires: 1/31/99

DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999

9706130958

9705274350

WASHACK.SAM/jp

FILED BY:  
Transnation Title

JUN 13 '97

Telephone  
(206) 622-4100

**Vi Jean Reno**  
**Attorney at Law**  
4100 Wells Fargo Center  
999 Third Avenue  
Seattle, Washington 98104

**Facsimile**  
(206) 624-8540  
e-mail: [vjreno@RenoLawSea.com](mailto:vjreno@RenoLawSea.com)

September 26, 2000

Via Telecopier: (203) 837-2545

Mr. John J. Sibley  
Praxair, Inc.  
Law Department  
39 Old Ridgebury Road  
Danbury, CT 06810

Re: Restrictive Covenant  
5021 Colorado Ave. South  
Seattle, Washington

Dear Mr. Sibley:

As we discussed this morning, attached please find a copy of the Washington State Department of Ecology letter dated August 7, 2000. That letter allows us to remove section 8 of the Restrictive Covenant previously filed by Praxair, Inc.

We also attach, for your review, a copy of the May 1, 1997 Restrictive Covenant, as well as our proposed amendment.

Please let me have your comments on the amendment as soon as possible, as we would like to Federal Express it to you this evening, for signature and return by courier tomorrow.

Please call if you have further questions or comments.

Kindest regards,



Vi Jean Reno

VJR:ttt  
Enclosures  
cc: David Angevine



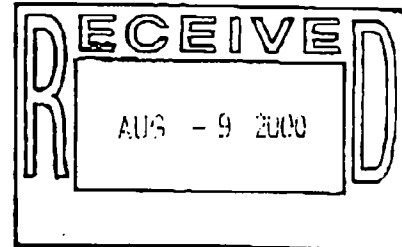


STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (206) 649-7000

August 7, 2000

Mr. Dave Angevine  
North Coast Refrigeration  
5021 Colorado Avenue South  
Seattle, WA 98134



Dear Mr. Angevine:

Re: Completion of Monitoring  
North Coast Refrigeration (former Liquid Carbonic/Praxair)  
5021 Colorado Avenue South, Seattle, Washington

Thank you for submitting the results of the groundwater monitoring conducted at the former Liquid Carbonic/Praxair facility. This monitoring was required by the no further action letter issued by the State of Washington Department of Ecology (Ecology) on May 29, 1997.

Ecology's Toxics Cleanup Program has reviewed the following information regarding the facility:

1. Results of Fourth Quarterly Groundwater Monitoring Event, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 0841-001, Summit Envirosolutions, May 30, 1997
2. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, November 18, 1997
3. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, February 17, 1998
4. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, April 20, 1998
5. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, February 1, 1999



Mr. Dave Angevine  
August 7, 2000  
Page 2

6. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, April 14, 1999
7. Quarterly Compliance Monitoring Report, Former Liquid Carbonic Industries Facility, Seattle, Washington, Summit Project 1077-001, Summit Envirosolutions, July 14, 1999

The reports listed above will be kept in the Central Files of the Northwest Regional Office (NWRO) of Ecology for review by appointment only. Appointments can be made by calling Sally Perkins at the NWRO at (425) 649-7190.

Based upon the information in the reports, Ecology has determined that the monitoring required by the no further action letter dated May 29, 1997, has been satisfactorily completed. No further monitoring is required and the monitoring wells may be abandoned. Abandonment of the wells must be conducted in accordance with the requirements of Chapter 173-160 Washington Administrative Code (WAC), *Minimum Standards for Construction and Maintenance of Wells*.

This letter addresses only the monitoring required by the no further action letter. It does not modify any other conditions or requirements of Ecology's no further action determination, including the requirement for a restrictive covenant. Section 8 of the restrictive covenant that was recorded on May 27, 1997, requires groundwater monitoring. You may file a new, superseding restrictive covenant which contains all other provisions and requirements of the May 27, 1997, restrictive covenant but does not include the language in Section 8. If you file a superseding restrictive covenant, you must provide a copy of the new, recorded covenant to Ecology.

Please note that because your actions were not conducted under a consent decree with Ecology, this letter is written pursuant to RCW 70.105D.030(1)(i) and does not constitute a settlement by the state under RCW 70.105D.040(4) and is not binding on Ecology.

The state, Ecology, and its officers and employees are immune from all liability and no cause of action of any nature may arise from any act or omission in providing this determination.

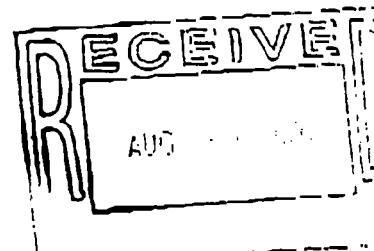
If you have any questions regarding this letter, please don't hesitate to contact me at (425) 649-7023.

Sincerely,



Daniel R. Cargill  
Toxics Cleanup Program

DR:ble





LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-8113 / Fax 203 837 2545  
John J. Sibley  
Senior Counsel  
203 837 2285

VIA OVERNIGHT DELIVERY

May 30, 1997

Washington State Department of Ecology  
3190 - 160th Avenue Southeast  
Bellevue, Washington 98008

Attn: Louise Bardy

Re: Remedial Action -  
Restrictive Covenant -  
5021 Colorado Avenue South  
Seattle, Washington

Gentlemen:

Pursuant to Section 4 of the Restrictive Covenant dated May 8, 1997 (see attached), Praxair, Inc., as successor to Liquid Carbonic Industries Corporation hereby advises you that it intends to convey the subject property, in back-to-back conveyances to (i) Praxair Foundation, Inc., a Connecticut corporation, its wholly-owned subsidiary, and (ii) David E. Angevine and Merle J. Angevine, his wife. In each case, the conveyance will be made subject to the Restrictive Covenant. The subject property will be used for industrial purposes by the Angevines.

This notice is given on behalf of both Praxair, Inc. and Praxair Foundation, Inc. who jointly request that you acknowledge receipt and waive the running of the full thirty (30) day notice period.

Very truly yours,

John J. Sibley

JJS/jo

cc: E. R. Durkin

Jeff Thompson - EnviroSystems  
Vincent DeLuca - Colliers International

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810

## **RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successor and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel I.D. #:** 3573200920

## RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- A March, 1994 report by Summit Environmental Solutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 2

million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- \* Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- \* Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 1,600 ppm TPH-O.
- \* Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- \* Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- \* Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- \* Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report.

Residual concentrations exceed site-specific cleanup levels of 500 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

- \* The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997

Page 3

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- TPH-D and TPH-O using Ecology method W1 PH-D (extended);
- RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

## LIQUID CARBONIC DEED RESTRICTION

May 21, 1997


Page 4

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

  
LCI Corp. Representative  
May 8, 1997

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

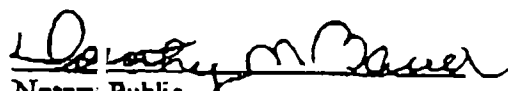
By   
Director, Corporate Real Estate

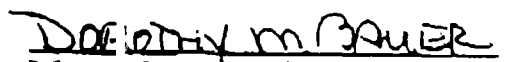


STATE OF CONNECTICUT       )  
                                      )ss:  
COUNTY OF FAIRFIELD       )

I certify that I know or have satisfactory evidence that Edward R. Durkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 23, 1997

  
Notary Public

  
My appointment expires: 1/31/99

WASHACKSAMJH

DOROTHY M. BAUER  
NOTARY PUBLIC  
COMMISSION EXPIRES JANUARY 31, 1999

**DRAFT**

AMENDMENT TO RESTRICTIVE COVENANT  
DATED MAY 8, 1997 BY PRAXAIR, INC.,  
AS SUCCESSOR IN INTEREST TO LIQUID  
CARBONIC CARBON DIOXIDE CORPORATION AND  
LIQUID CARBONIC INDUSTRIES CORPORATION

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

For and in consideration of the sum of \$10.00, and other good and valuable consideration, and based upon the authority granted by document dated August 7, 2000, issued by Daniel R. Cargill, Toxic Cleanup Program, State of Washington Department of Ecology, Section 8 of the Restrictive Covenant dated May 8, 1997 referenced above, is hereby deleted in its entirety. That now-deleted Section 8 provided as follows:

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By \_\_\_\_\_  
Director, Corporate Real Estate

Kel  
WA



LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837-2545

John J. Sibley  
Senior Counsel  
203 837-2285

October 5, 2000

VIA AIR FREIGHT

Vi Jean Reno, Esq.  
4100 Wells Fargo Center  
999 Third Avenue  
Seattle, Washington 98104

Re: ~~Sale of Angevine~~ Seattle, WA

Dear Vi:

Attached hereto executed by Praxair is the Amendment to Restrictive Covenant.

Very truly yours,

A handwritten signature in cursive script that reads "John J. Sibley".  
John J. Sibley

JJS/cp  
Attachments  
cc: Ed Durkin

Praxair, Inc.  
(As Successor in interest to  
Liquid Carbonic Industries Corporation)  
39 Old Ridgebury Road  
Danbury, CT 06810

David E. Angevine  
Merle J. Angevine  
5021 Colorado Ave. South  
Seattle, Washington 98134

AMENDMENT TO RESTRICTIVE COVENANT  
DATED MAY 8, 1997 BY PRAXAIR, INC.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 by Liquid Carbonic Industries Corporation, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

**Legal Description:** Lots 4, 5, 6 and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

**Tax Parcel I.D. #:** 3573200920

October 3, 2000

AMENDMENT TO RESTRICTIVE COVENANT  
DATED MAY 8, 1997 BY PRAXAIR, INC.,  
AS SUCCESSOR IN INTEREST TO LIQUID  
CARBONIC CARBON DIOXIDE CORPORATION AND  
LIQUID CARBONIC INDUSTRIES CORPORATION

Liquid Carbonic Industries Corporation Property  
5021 Colorado Avenue South, Seattle, Washington

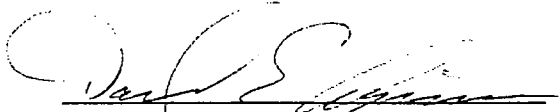
For and in consideration of the sum of \$10.00, and other good and valuable consideration, and based upon the authority granted by documents dated August 7, 2000, and September 28, 2000 issued by Daniel R. Cargill, Toxic Cleanup Program, State of Washington Department of Ecology, Section 8 of the Restrictive Covenant dated May 8, 1997 referenced above, is hereby deleted in its entirety. That now-deleted Section 8 provided as follows:

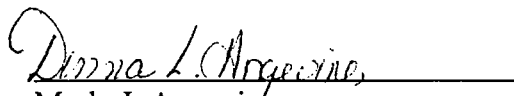
Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

In addition, Section 4 of the Restrictive Covenant dated May 8, 1997 referenced above is also deleted in its entirety, but is replaced by the following:

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

October 3, 2000

  
David E. Angevine

  
Merle J. Angevine  
Power of Attorney for  
Merle J. Angevine

PRAXAIR, INC.

As successor in interest to  
Liquid Carbonic Carbon  
Dioxide Corporation and  
Liquid Carbonic Industries  
Corporation

By   
Director, Corporate Real Estate

October 3, 2000

STATE OF CONNECTICUT     )  
  ) ss.  
COUNTY OF FAIRFIELD     )

I certify that I know or have satisfactory evidence that EDWARD R. DURKIN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Corporate Real Estate of Praxair, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/5/00

Claudia Hamel  
Notary Public

Claudia Hamel  
Notary Public

State of CT.  
My appointment expires:  
My Commission Expires March 31, 2002

October 3, 2000

STATE OF WASHINGTON       )  
                                      )ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that David E. Angevine is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 3, 2000

W. Reno

Notary Public in and for the State of  
Washington,  
residing at Seattle  
My appointment expires: 11-2-00

STATE OF WASHINGTON       )  
                                      )ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Merle J. Angevine is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 3, 2000

W. Reno

Notary Public in and for the State of  
Washington,  
residing at Seattle  
My appointment expires: 11-2-00



Telephone  
(206) 622-4100

**Vi Jean Reno**  
**Attorney at Law**  
4100 Wells Fargo Center  
999 Third Avenue  
Seattle, Washington 98104

Facsimile  
(206) 624-8540  
e-mail: [vjreno@RenoLawSea.com](mailto:vjreno@RenoLawSea.com)

October 3, 2000

Via Federal Express

Mr. John J. Sibley  
Praxair, Inc.  
Law Department  
39 Old Ridgebury Road  
Danbury, CT 06810

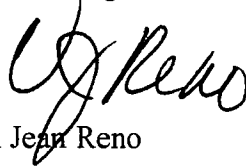
Re: Restrictive Covenant  
5021 Colorado Ave. South  
Seattle, Washington

Dear John:

Attached please find the original of the amendment to the Restrictive Covenant dated May 8, 1997, in a form that you have approved. The original attached contains the Angevines' original signatures. Donna Angevine (daughter) has signed for Merle Angevine under a Power of Attorney which we attach. The Power of Attorney was necessitated by Merle Angevine's recent shoulder and arm surgery, which restricts her physical ability to execute documents.

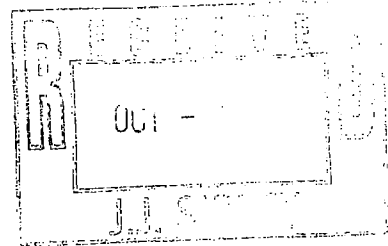
Please return these originals by Federal Express, and they will be filed shortly.

Kindest regards,



Vi Jean Reno

VJR:ttt  
Enclosures



GENERAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Merle J. Angevine residing at 23434 Blackhawk Way SW, City of Vashon, County of King, Washington, has constituted and appointed, and by these presents do constitute and appoint Donna L. Angevine, residing at 29832 Kent Black Diamond Rd, City of Kent, County of King, Washington, her true and lawful attorney for her, and in her name, place and stead, and for her use and benefit to ask, demand, collect, and receive all sums of money, debts, accounts, as are now or shall hereafter become due, owing, or payable or belonging to Merle J. Angevine and have and take all lawful means in her name for recovery thereof or compromise and discharge of such obligations and in her name to bargain, contract, agree for, or purchase, receive lands or property of any kind, and sell, release, convey or mortgage land or interests in property under such conditions and terms as she shall think fit and to do and transact every kind of business of whatever kind and nature in her name. And also to act and sign, execute, deliver and acknowledge such deeds, leases, covenants, agreements, mortgages, notes, and other instruments in writing, or whatever kind and nature, as may be necessary or proper.

GIVING AND GRANTING unto his attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to the execution of the powers herein granted, as fully to all intents and purposes as he might or could do if personally present, Merle J. Angevine hereby ratifying and confirming all that her attorney shall lawfully do or cause to be done by virtue of this appointment.

In witness whereof, I have set my hand this 18<sup>th</sup> day of September, 2000.


This General Power of Attorney shall remain in full force and effect until revoked by subsequent writing after the date of my signature.

Merle J. Angevine  
Merle J. Angevine

STATE OF WASHINGTON )  
 ) ss.  
County of King )

On this day personally appeared before me Merle J. Angevine to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 18th day of September, 2000.

  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 My Appointment Expires: 11-2-00